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if it give notice to purchasers and creditors so that they may identify the property and protect themselves against the lien —*Taylor v. Netherwood*, 91 Va. 88, 20 S. E. 888. See, also, notes to secs. 2476, 2478, Va. Code 1904. C. B. G.

MORTGAGE—UNSIGNED MEMORANDUM ON BACK—NEGOTIABLE INSTRUMENTS—ATTORNEY'S FEES—CERTAINTY REQUIRED IN NEGOTIABLE PAPER.—In *Cudahy Packing Co. v. State National Bank of St. Louis*, decided by the United States Circuit Court of Appeals, Eighth Circuit, in December, 1904 (134 Fed. 538), the following is the syllabus by the court :

"An unsigned contract printed on the back of a mortgage and not referred to therein cannot in any way qualify the terms of the mortgage.

"A provision for the payment of attorney's fees in case a note is not paid at maturity does not destroy the negotiability of a note otherwise negotiable. [See 10 Va. Law Reg. 461.]

"The certainty required in commercial paper is commercial certainty, not mathematical. The courts ought not to hold any provision fatal to the negotiability of such paper which by the general usage of the business world does not have that effect.

"A mortgage securing a negotiable note so far partakes of its character as to pass free from equities between the original parties to a *bona fide* indorsee of the note.

"*Quare*: Whether the mortgagor of a mortgage securing a non-negotiable debt can, after an assignment of the mortgage, by any dealings with the mortgagee short of actual payment, though had in ignorance of the assignment, raise 'an equity' as against the assignee."

JURISDICTION—DETERMINED BY THE AMOUNT DEMANDED IN SUMMONS—NOT AFFECTION BY BILL OF PARTICULARS—COSTS.—In *Frenchis v. N. Y. City R. Co.*, decided March, 1905, the Supreme Court of New York—Appellate Term—Held :

"The limitation of the jurisdiction of the Municipal Court of the city of New York to certain actions 'where the sum claimed does not exceed five hundred dollars' (Mun. Court Act, sec. 1, *seriatim*), is to be determined by the amount demanded in the summons and complaint.

"The filing of a bill of particulars for an amount in excess of five hundred dollars does not affect the jurisdiction, where the written complaint demanded, and verdict was rendered for, less than five hundred dollars.

"A judgment of the Municipal Court in excess of five hundred dollars is not void for want of jurisdiction where the record shows that such excess consists exclusively of costs and disbursements of the action.

"*Sembie*, the costs and disbursements of the action are not to be deemed a part of 'the sum claimed,' in determining the limit of jurisdiction.

"*Cohen v. Lewson* (92 N. Y. Supp. 59, adv. sheets), distinguished."